

EXHIBIT C
TO THE COMPLAINT

ZASHIN & RICH

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August 31, 2017

BY FEDEX AND ELECTRONIC MAIL (jshacklett@hotmail.com)

James H. Shacklett IV
152 Brooke Farm Road
Wayne, PA 19087

RE: Your ongoing obligations to National Label/Lux Global Label Company

Dear Mr. Shacklett:

This law firm represents National Label/Lux Global Label Company ("Lux") in connection with matters pertinent to you and to your former employment. I am writing to remind you of certain obligations that you continue to owe to Lux as a result of your access to confidential or proprietary information and other protected trade secrets.

During your employment with Lux, the company entrusted you with large amounts of confidential and proprietary information pertaining to Lux's processes, clients, prospective clients, and marketing and sales strategies. This information is valuable to Lux, is not generally known or readily ascertainable by others, and provides Lux with a considerable advantage over its competitors.

In correspondence dated August 10, 2017, Lux asked you to sign the enclosed "Certification Regarding Confidential or Proprietary Information," which you have not done. Your refusal does not relieve you of your obligation – arising under both federal and state law – to return and refrain from using Lux's confidential and proprietary business information.

Federal and state law provides strong protection for confidential and proprietary business information and other trade secrets. The federal Defend Trade Secrets Act ("DTSA"), 18 U.S.C. §1836 *et seq.*, allows employers to file suit in federal court to prevent current and former employees from misappropriating proprietary information and trade secrets. The DTSA allows for seizure of stolen trade secrets, injunctive relief, actual damages, and other remedies. The Pennsylvania Uniform Trade Secrets Act ("PUTSA") (12 Pa. C.S.A. § 5301 *et seq.*) provides similar protection for trade secrets under Pennsylvania state law. Even in the absence of a written nondisclosure or similar agreement, a former employee remains subject to the laws prohibiting the use or disclosure of trade secrets in breach of the employee's duty of confidence. The duty to refrain from unauthorized use or disclosure of confidential



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information continues after termination of the employment relationship. See *Restatement (Third) of Unfair Competition*, § 41, Comment b, and § 42, Comments b and c.

I am writing on behalf of Lux to inform you that we expect you to honor your obligation to return any confidential or proprietary information in your possession, and to refrain from using this information in furtherance of the business of CCL Tube, Inc., or any other employer. We will be monitoring the situation closely. Should Lux determine that you have retained or are using Lux's proprietary information, Lux will not hesitate to pursue its remedies under federal and state law.

I am also sending a copy of this letter, with enclosure, to CCL Tube, Inc., so that it is aware of your continuing obligations. Your full and immediate cooperation with the requirements of this letter is both expected and appreciated.

Very truly yours,

ZASHIN & RICH CO., L.P.A.

Sean S. Kelly

Encl.

cc: CCL Tube, Inc. (by FedEx, w/encl.)
Lux Global Label Company (by regular mail, w/o encl.)





CERTIFICATION REGARDING CONFIDENTIAL OR PROPRIETARY INFORMATION

I _____ certify the following:

1. I am not in possession of any of National Label/Lux's ("Lux") confidential or proprietary information;
2. I understand that I am not permitted to retain any of Lux's confidential or proprietary information and that Lux demanded that I return all such information in my possession;
3. I have searched and returned to Lux any of its confidential or proprietary information that was previously in my possession;
4. I did not provide any of Lux's confidential or proprietary information to CCL Label, its representatives, agents, or employees; and
5. I have not and will not use any of Lux's confidential or proprietary information in furtherance of CCL's business in any manner at any time.

Signature

Date